Such a condition in a policy of life insurance is valid. If the assured commits suicide, although at the time utterly bereft of reason, it is death by his own hand or act within the meaning of the condition, and the policy is forfeited. *De Gogorza v. The Knickerbocker Life Ins. Co.*, 65 N. Y. 232.

INSURANCE—LIFE—GIFT—CIRCUMSTANTIAL EVIDENCE.—LORD V. NEW YORK LIFE INS. CO. ET AL., 65 S. W. 699 (Texas).—A brother made repeated statements to the effect that he had provided for his sister in event of his death, by a life insurance policy, and said that a certain policy, payable to his estate, belonged to her. On one occasion he gave a friend some papers in a sealed envelope, requesting that they be kept in a place of safety for him, and said that the envelope contained a policy for his sister. Later the papers were taken away and put in the care of his bankers. *Held,* that the evidence was sufficient to warrant a finding that he had given the policy to his sister. Pleasants, J., dissenting.

Any act on the part of the owner of a chose in action, showing not only a persistent intention to transfer, but that he regarded himself as having carried such intention into effect, is sufficient, and no written evidence of the transaction is required. *Malone's Appeal,* 38 Leg. Int. 303.

INSURANCE—RAILROAD INJURIES—INDEMNITY—CONTRACT—CONSTRUCTION — INSTANTANEOUS DEATH.—WORCESTER & S. ST. R. R. CO. V. TRAVELERS INS. CO., 62 N. E. Rep. 365.—A policy of insurance providing protection to railroad against its common law or statutory liability to any person accidentally injured while traveling on same, was *held,* not to include liability for instantaneous death of passenger. Morton and Barker, J. J., dissenting.

The court had no authorities to follow where a similar policy of insurance had been construed. It is well recognized that there is a right of action for death from accident. *Adm's v. The S. N. E. Tel. Co.*, 72 Conn. 617. The court, however, decided that this policy, while allowing compensation for injury which injured person could have recovered himself, was not sufficiently broad to cover case of instantaneous death.

MANDAMUS—JURISDICTION OF SUPREME COURT—FEE OF STREETS—PEOPLE EX. REL. KOCOUREK V. CITY OF CHICAGO ET AL., 62 N. E. 179 (Ill.).—*Held,* that original jurisdiction of Supreme Court does not include mandamus suits seeking to compel a city to remove a superstructure over a public alley, for a city, as a municipality, does not hold the fee of the streets in trust for the people of the State at large. Magruder, J., dissenting.

This decision is a direct departure from previous decisions of this court. In *McCartney v. Railroad Co.*, 112 Ill. 611; *Smith v. McDowell,* 148 Ill. 51; *Byrne v. Railway Co.*, 169 Ill. 75, it was held that city holds fee of public streets in trust for people of State at large. But the above decision seems to be founded upon sounder law, following the line laid down in *Hagaman v. Moore,* 84 Ind. 496; *State v. Newell,* 90 N. C. 705; *Phillips v. Dunkirk, W. and P. R. Co.*, 78 Pa. 177.

MUNICIPAL CORPORATIONS—BOND ISSUE—CONSTRUCTION.—LETOURNEAU V. CITY OF DULUTH, 88 N. W. 529 (Minn.).—Chap. 351, Laws of Minn. provides that no city council of any city shall issue bonds for any purpose, amounting to $100,000 or over until such proposition to issue above that amount shall be approved by a majority of the legal voters. Charter of the city of Duluth contains similar provision. City